UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA
COURT FILE NO. __________

Steven L. Wirtz, Plaintiff, v. JPMorgan Chase Bank, N.A. and Specialized Loan Servicing, LLC, Defendants.	**COMPLAINT AND DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff Steven L. Wirtz for his cause of action against Defendants JP Morgan Chase Bank and Specialized Loan Servicing, states and alleges as follows:

I. INTRODUCTION

1. The Defendants have proven unable to fix accounting errors in Plaintiff Steven Wirtz's mortgage loan despite Wirtz's repeated diligent attempts to get these errors rectified. The Defendants' failures to address Wirtz's concerns have now forced Wirtz to turn to litigation to remedy this problem.

2. Defendant JP Morgan Chase misapplied mortgage payments made by Plaintiff Steven Wirtz. By doing so, Chase wrongfully created a continued delinquency on Wirtz's loan, and caused him to wrongfully incur significant costs and fees.

3. Wirtz made numerous written requests to Chase, and to his later loan servicer, Specialized Loan Servicing, to fix these errors, but the Defendants did nothing. Chase and SLS repeatedly demanded payments from Wirtz that were not owed,

and put Wirtz in a position where the only way he could avoid the illegal assessment of fees on his loan and the risk of foreclosure on his home was to pay the Defendants money that he did not, in fact, owe.

4. Chase and SLS's actions are violations of the Real Estate Settlement Procedures Act and the Minnesota Residential Mortgage Originator and Servicer Licensing Act, and are in breach of Wirtz's mortgage. As a result of these violations, Wirtz is entitled to actual damages, statutory damages, and attorney fees.

II. JURISDICTION

5. Jurisdiction of this Court arises under 28 U.S.C. § 1331, pursuant to 12 U.S.C. § 2614, 15 U.S.C. § 1692k(d), and also under 28 U.S.C. § 1367 for pendant state law claims.

6. This action arises out of Defendants' violations of the Fair Debt Collections Practices Act and state law claims. Venue is proper in this District because the acts and transactions occurred here, Plaintiff resides here, and Defendants conduct business here.

III. PARTIES

7. Steven L. Wirtz ("Wirtz") is a resident of the City of St. Paul, in Ramsey County, Minnesota.

8. Wirtz's home is located at 69 West Maryland Avenue, St. Paul, Minnesota 55117, which is legally described as:

LOT 18, BLOCK 8, WIFELBURG HILLS, RAMSEY COUNTY, MINNESOTA

9. Defendant JPMorgan Chase Bank, N.A. ("Chase") is registered in Minnesota as a Foreign Corporation. Chase has its headquarters in the state of New York with an address of 270 Park Avenue, New York, NY 10017. Chase has a registered agent at 100 S. 5th Street, Minneapolis, Minnesota, 55042.

10. Defendant Specialized Loan Servicing, LLC (hereinafter "SLS") is registered in Minnesota as a Foreign Limited Liability Company. SLS has a principal place of business address at 8742 Lucent Blvd, Suite 300, Highlands Ranch, CO 80129. SLS has a registered agent at 402 21st Street S., Moorhead, Minnesota, 56560

IV. FACTS

A. Wirtz's mortgage loan history.

11. On or about August 8, 2001, Steven Wirtz executed and delivered a promissory note to ABN Amro Mortgage Group, Inc. ("ABN") in the principal amount of $83,300.00 (the "Note"). A true and correct copy of this Note is attached hereto as Exhibit 1.

12. To secure repayment of the indebtedness evidenced by the Note, Wirtz simultaneously executed and delivered to ABN a Mortgage dated August 8, 2001 (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto as Exhibit 2.

13. The Note provides for a fixed interest rate of 7.250% and that Wirtz shall make monthly principal and interest payments of $568.25 for a term of thirty years.

14. On October 29, 2002, ABN assigned the Mortgage to Mortgage Electronic Registration Systems, Inc. ("MERS"). As an assignee of the Mortgage, MERS was bound by all agreements entered into by its predecessor-in-interest, ABN.

15. At approximately the same time that the Mortgage was assigned to MERS, in 2002, Chase took over as servicer of the loan.

16. On or about June 14, 2013, MERS assigned the Mortgage to Chase. As an assignee of the Mortgage, Chase was bound by all agreements entered into by its predecessors-in-interest.

17. On June 18, 2013, Chase transferred servicing of Wirtz's loan to SLS.

18. On July 19, 2013, Chase assigned the Mortgage to SLS. As an assignee of the Mortgage, SLS was bound by all agreements entered into by its predecessors-in-interest.

B. Chase wrongfully charges late fees during pendency of Wirtz's bankruptcy plan.

19. On February 11, 2008, Wirtz filed for Chapter 13 bankruptcy.

20. Wirtz's Chapter 13 financial reorganization plan was confirmed on June 26, 2008. The plan provided that Wirtz would bring current an arrearage on the loan by payments through the Chapter 13 bankruptcy trustee, and that Wirtz would make his current monthly mortgage payments outside of the plan, directly to Chase. According to Chase, Wirtz was $2,923.16 in arrears at this time.

21. Wirtz made all required monthly payments to Chase and the Chapter 13 bankruptcy trustee made all payments to Chase as required under the Chapter 13 plan.

22. On May 9, 2013, the bankruptcy court granted Wirtz a discharge after he successfully completed all payments due under the Chapter 13 plan.

C. Chase misapplies payments received from Wirtz.

23. During the course of Wirtz's bankruptcy, Chase placed funds paid toward the loan in a suspense account. This is permitted under the Mortgage when the servicer receives partial payments. (Mortgage Uniform Covenants at ¶ 1.) Upon information and belief, the funds Chase placed in suspense were the payments received from the Chapter 13 trustee. Chase then applied them to the loan when sufficient funds had accumulated to equal a full mortgage payment.

24. During the course of the plan, on August 23, 2010, Chase applied $979.36 in proceeds from the suspense account to Wirtz's principal.

25. This principal payment is shown below in an excerpt from a transaction history of the mortgage loan provided by Chase.

Chase Detailed Transaction History

Date: 3/6/2014
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Loan # 1692725934
STEVEN L WIRTZ

Interest Rate: 7.25%
Payment Due Date: 3/1/2013
Monthly Payment Amt: $0.00
Current Escrow Balance: $0.00
Current Principal Balance: $0.00

Property Address:
69 MARYLAND AVE
SAINT PAUL, MN 55117-0000

Mailing Address:
69 W MARYLAND AVE
SAINT PAUL, MN 55117

Activity for Period 8/8/2001 – 3/6/2014

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
248	10/12/2010	10/9/2010	9/1/2010	$727.06	PAYMENT
	$137.16	$431.09	$158.81	$0.00	$0.00
247	9/23/2010	9/23/2010	9/1/2010	$-595.00	COUNTY TAX
	$0.00	$0.00	$-595.00	$0.00	$0.00
246	9/10/2010	9/10/2010	8/1/2010	$727.08	PAYMENT
	$136.34	$431.91	$158.83	$0.00	$0.00
245	8/23/2010	8/23/2010	8/1/2010	$979.36	PRINCIPAL PAYMENT
	$979.36	$0.00	$0.00	$0.00	$-979.36
244	8/11/2010	8/11/2010	8/1/2010	$35.57	PAYMENT
	$0.00	$0.00	$0.00	$0.00	$35.57
243	8/11/2010	8/11/2010	7/1/2010	$729.43	PAYMENT
	$129.64	$438.61	$161.18	$0.00	$0.00
242	8/3/2010	8/3/2010	7/1/2010	$40.14	PAYMENT
	$0.00	$0.00	$0.00	$0.00	$40.14
241	7/22/2010	7/22/2010	8/1/2010	$-765.20	HOMEOWNERS INSURANCE
	$0.00	$0.00	$-765.20	$0.00	$0.00

26. Chase was not supposed to apply these funds to the loan principal. Chase should have applied the proceeds to the amount due under the mortgage pursuant to Section 2 of the Uniform Covenants of the Mortgage, which provides:

> Except as otherwise described in this Section 2, all payments accepted and applied by lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

27. The Mortgage is clear that proceeds are to be first applied to interest due, principal due, and periodic payments due, in that order. The last priority is to apply funds to reduce the principal.

28. The proceeds in the suspense account were to be applied in the same manner as the priority system set forth in the Mortgage.

29. Because Chase applied this payment to principal, Chase failed to credit Wirtz for a monthly payment due under the loan.

30. Had Chase properly applied the proceeds from the suspense account in August 2010, Wirtz's account would have been current at that time. Instead, because Chase misapplied the suspense account funds, Wirtz's account was wrongfully deemed delinquent by Chase.

31. Upon completion of Wirtz's Chapter 13 plan, in May, 2013, Chase reported that Wirtz had not paid all post-petition amounts due outside of the plan. According to Chase, Wirtz was $1,515.59 delinquent on his loan at this time. Chase's Statement in Response to Notice of Final Cure Payment, filed in Wirtz's bankruptcy case, is attached hereto as Exhibit 3.

32. This deliquency was caused, at least in part, due to Chase's misapplication of the suspense funds.

D. SLS and Chase fail to correct the their accounting errors.

33. When servicing of the Mortgage was transferred to SLS in June 2013, SLS notified Wirtz that his loan payments were past due.

34. Wirtz notified both SLS and Chase multiple times that he had made all payments due on the loan and that his account should be current. SLS and Chase made no effort to address this issue.

35. Frustrated by the lack of diligence by SLS and Chase, Wirtz sought assistance from the Consumer Services Division of the Office of the Minnesota Attorney General, which notified SLS by letter dated October 9, 2013 that it was required to respond to Wirtz's allegations that it had erred in accounting of his mortgage account. This letter is attached hereto as Exhibit 4.

36. SLS responded to the Attorney General's office by letter dated October 18, 2013. SLS alleged that Wirtz's account had been past due since before SLS began servicing the loan in June 2011. Specifically, SLS claimed that Wirtz was 30 days delinquent by this time. This letter is attached hereto as Exhibit 5.

37. Had Chase properly applied Wirtz's suspense funds in August, 2010, Wirtz's loan would not have been delinquent.

38. In addition to improperly identifying Wirtz's loan as delinquent, SLS delayed applying Wirtz's October 2013 payment to SLS for two months, which caused more fees to accrue on Wirtz's account and increased his already incorrect past due fees.

E. Wirtz sends to Chase several qualified written request letters, but Chase fails to address the problems with the loan.

39. On November 8, 2013, Wirtz notified Chase that its accounting of the mortgage loan was in dispute by serving upon it a "qualified written request." Wirtz requested information including "[a] full explanation of why Specialized Loan Servicing, the loan servicer that Chase transferred the loan servicing rights of the [loan] to in June 2013, believes that Steven Wirtz was past due on his payments

when the servicing rights were transferred to them." A true and correct copy of this letter is attached here to as Exhibit 6.

40. After receiving several letters from Chase stating that it was "researching the issue," on December 5, 2013, Chase sent to Wirtz a response that merely included the following documents: loan transaction history; note; security instrument; assignment of mortgage; and escrow statements. Chase did not, however, respond to any other issues raised in Wirtz's November 8, 2013 qualified written request.

41. On or about February 11, 2014, Wirtz sent to Chase a second qualified written request requesting "[a] full explanation of why Specialized Loan Servicing, the loan servicer that Chase transferred the loan servicing rights of the [loan] to in June 2013, believes that Steven Wirtz was past due on his payments when the servicing rights were transferred to them." A true and correct copy of this letter is attached here to as Exhibit 7.

42. On or about March 4, 2014, Chase sent to Wirtz a letter stating:

> On July 17, 2013, the servicing of Mr. Wirtz's loan was transferred to Specialized Loan Servicing, LLC (SLS). Our records show that his account was due for the March 1, 2013, payment, as well as all subsequent payments due and all applicable fees and charges. The principal balance was at $66,856.54, the escrow balance was $648.09, and the suspense balance was $693.77.

A true and correct copy of this letter is attached here to as Exhibit 8. (Enclosures included with letter are not attached.)

43. On or about April 15, 2014, Wirtz sent to Chase a letter again informing Chase that it had misapplied payments on Wirtz's loan. A true and correct copy of this letter is attached here to as Exhibit 9.

44. In this letter, Wirtz specifically told Chase that it had erred by applying funds held in suspense to the principal of Wirtz's loan, instead of applying it as a loan payment. Had Chase applied these funds correctly, Wirtz's loan would have been current as of August 23, 2010.

45. Chase did not respond to Wirtz's April 15, 2014 letter.

46. On or about June 19, 2014, Wirtz sent to Chase a letter notifying it that he did not receive a response. A true and correct copy of this letter is attached here to as Exhibit 10.

47. Chase did not response to Wirtz's June 19, 2014 letter.

F. Wirtz sends to SLS several qualified written request letters, but SLS also fails to address the problems with the loan.

48. Wirtz achieved no better results by addressing this issue with SLS.

49. On or about November 12, 2013, Wirtz sent SLS a qualified written request notifying SLS of the several errors in the accounting of Wirtz's loan. Specifically, that SLS wrongly concluded that Wirtz's account was delinquent when servicing was transferred to SLS, and that SLS' accounting incorrectly states that Wirtz's loan has been past due since June 11, 2011. Wirtz included documentation showing SLS' errors. A true and correct copy of this letter is attached here to as Exhibit 11. (Enclosures included with letter are not attached.)

50. On or about November 25, 2013, Wirtz sent SLS another qualified written request notifying SLS of additional issues that had arisen since the letter on November 12. Specifically, that a payment in October 2013 made to SLS was not applied to his loan account. A true and correct copy of this letter is attached here to as Exhibit 12.

51. On or about December 9, 2013, SLS responded to Wirtz by sending him a letter in which it merely represented that its accounting of Wirtz's loan was accurate. A true and correct copy of this letter is attached here to as Exhibit 13. (Enclosures included with letter are not attached.)

52. On or about December 27, 2013, Wirtz sent to SLS another qualified written request, in response to SLS' December 9, 2013 letter. Wirtz again notified SLS of its errors and provided supporting documentation. A true and correct copy of this letter is attached here to as Exhibit 14.

53. On or about February 4, 2014, Wirtz sent to SLS another qualified written request, seeking a response to its November 25, 2013 and December 27, 2013 letters. Wirtz explained that the arrearages SLS claims are due are incorrect Exhibit 15.

54. On or about February 5, 2014, SLS responded to Wirtz, again representing that its accounting was accurate. A true and correct copy of this letter is attached here to as Exhibit 16. (Enclosures included with letter are not attached.)

55. On or about March 13, 2014, SLS sent Wirtz a letter purporting to respond to his letter dated February 4, 2014. SLS represented that it had responded Wirtz's letter dated November 25, 2014, and denied his request for SLS to pay him for his costs

and attorneys' fees. A true and correct copy of this letter is attached here to as Exhibit 17.

56. Chase and SLS have steadfastly refused to correct their accounting errors and continue to misrepresent the amount that Wirtz owes.

57. Defendants' failure to correct their accounting errors have caused Wirtz to be wrongfully charged past due fees, including during the pendency of Wirtz's Chapter 13 bankruptcy.

58. Plaintiff Wirtz is a "consumer" as that term is defined by the Fair Debt Collections Practices Act ["FDCPA"],15 U.S.C. § 1692a(3).

59. Wirtz's mortgage loan referenced herein is an obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes and is therefore a "debt" as that term is defined by the FDCPA, 15 U.S.C § 1692a.(5).

60. Defendants SLS and Chase use instrumentalities of interstate commerce or the mails in its business, the principal purpose of which is the collection of debts. SLS and Chase are therefore a "debt collectors" as that term is defined by the FDCPA, 15 U.S.C. 1692a(6).

V. LEGAL CLAIMS

COUNT I
Violations of the Real Estate Settlement Procedures Act
Chase, SLS

61. Wirtz integrates the above paragraphs by reference.

62. SLS is a servicer of a federally related mortgage loan within the meaning of the Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. § 2605.

63. Chase is a servicer of a federally related mortgage loan within the meaning of the Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. § 2605.

64. As provided herein, Wirtz sent to SLS and Chase multiple qualified written request letters.

65. The November 12, 2013 letter to SLS was a qualified written request to SLS, within the meaning of 12 U.S.C. § 2605(e)(1)(B).

66. The November 25, 2013 letter to SLS was a qualified written request to SLS, within the meaning of 12 U.S.C. § 2605(e)(1)(B).

67. The December 27, 2013 letter to SLS was a qualified written request to SLS, within the meaning of 12 U.S.C. § 2605(e)(1)(B).

68. The February 4, 2014 letter to SLS was a qualified written request to SLS, within the meaning of 12 U.S.C. § 2605(e)(1)(B).

69. The November 8, 2013 letter to Chase was a qualified written request to Chase, within the meaning of 12 U.S.C. § 2605(e)(1)(B).

70. The Febraury 11, 2014 letter to Chase was a qualified written request to Chase, within the meaning of 12 U.S.C. § 2605(e)(1)(B).

71. The April 15, 2014 letter to Chase was a qualified written request to Chase, within the meaning of 12 U.S.C. § 2605(e)(1)(B).

72. These letters included information that enabled these servicers to identify Wirtz's account and they provided a statement of the reasons for Wirtz's belief that his account was in error, as well as sufficient detail about the information sought.

73. A servicer must respond to a qualified written request within 30 days of receiving it; alternatively, the servicer may extend this response time by 15 days if it notifies the borrower of the extension and the reasons for the delay in responding. 12 U.S.C. § 2605(e)(2),(4).

74. In response to a qualified written request, a servicer must conduct a reasonable investigation into any errors identified by the borrower in the letter. 12 C.F.R. § 2014.35(e).

75. In response to a qualified written request, a servicer must make appropriate corrections to the account of the borrower, including crediting any late charges or penalties. Alternatively, the servicer must provide the borrower with a written explanation or clarification that includes, to the extent possible, a statement of the reasons for which the servicer believes the account of the borrower is correct as determined by the servicer or the servicer must inform the borrower that the information requested is unavailable. 12 U.S.C. § 2605(e)(2)(A)-(C).

76. SLS failed to conduct a reasonable investigation, failed to make appropriate corrections to the account within 30 days of these letters, and failed to notify Wirtz of any corrections, for each of the four qualified written request letters sent by Wirtz to SLS.

77. Specifically, SLS did not attempt to address or correct the August 2010 misapplication, nor did it correct Wirtz's account for the unapplied payment in October 2013.

78. Additionally, SLS failed to timely respond to the December 27, 2013 qualified written request. Wirtz did not receive a notice from SLS that it wished to extend the response period, and SLS did not provide a response until February in its letter dated February 5, 2014. Even generously allowing for an extra 7 days for delivery of Wirtz's qualified written request to SLS, the response would still fall outside the 30-day time frame.

79. Chase failed to make appropriate corrections to the account within 30 days of these letters, and failed to notify Wirtz of any corrections, for each of the four qualified written request letters sent by Wirtz to Chase.

80. Specifically, Chase also did not attempt to address or correct the August 2010 misapplication of Wirtz's suspense funds.

81. Additionally, Chase failed to timely respond to the April 15, 2014 qualified written request. Chase provided no response to this letter.

82. Each of the failures to timely respond to Wirtz or to correct Wirtz's account is a violation of 12 U.S.C. § 2605.

83. Whoever fails to comply with any provision of 12 U.S.C. § 2605 is liable to the borrower for each such failure for actual damages and statutory damages up to $2,000.

84. As a result of a pattern or practice of noncompliance with RESPA due to the servicing problems by SLS, SLS is liable to Wirtz for actual damages to be determined, statutory damages of $2,000 for each of its four violations, totaling $8,000 pursuant to 12 U.S.C. § 2605(f)(1), and costs and attorneys' fees pursuant to 12 U.S.C. § 2605(f)(3).

85. As a result of a pattern or practice of noncompliance with RESPA due to the servicing problems by Chase, Chase is liable to Wirtz for actual damages to be determined, statutory damages of $2,000 for each of its three violations, totaling $6,000 pursuant to 12 U.S.C. § 2605(f)(1), and costs and attorneys' fees pursuant to 12 U.S.C. § 2605(f)(3).

COUNT II
Breach of Contract
Chase, SLS

86. Wirtz integrates the above paragraphs by reference.

87. The acts of Chase and SLS complained of herein constitute common law breach of contract.

88. The Mortgage and Note are contracts.

89. As purported assignees of the Mortgage, Chase and SLS are bound by all terms of the Mortgage and Note.

90. In Section 2 of the Mortgage, Chase promised that it would apply payments received by it first to interest due, principal due, and periodic payments due. The last priority is to apply funds to reduce the principal.

91. On August 13, 2010, Chase, wrongfully and in violation of the Mortgage, applied $979.36 in proceeds from a suspense account to Wirtz's principal.

92. As a result of Chase's application of the proceeds in violation of the Mortgage, Wirtz's account has wrongfully accrued late fees.

93. An error in SLS' accounting of Wirtz's account caused him to make an extra payment on November 7, 2013 in the amount of $819.37, which SLS told him he needed to pay as a "catch-up" payment.

94. As a result of Chase's and SLS' breaches of contract, Wirtz has been damaged in the form of fees charged by Chase and SLS related to wrongfully assessed past due amounts and attorneys fees required to bring claims against Defendants.

COUNT III
Breach of Covenant of Good Faith and Fair Dealing
Chase, SLS

95. Wirtz integrates the above paragraphs by reference.

96. Minnesota law implies a covenant of good faith and fair dealing into every contract.

97. This covenant includes the requirement that a party may not unjustifiably hinder the other from performing.

98. By failing to appropriately calculate Wirtz's account payments despite multiple notices from Wirtz, Chase and SLS wrongfully created a default for Wirtz and therefore unjustifiably hindered Wirtz from performing under the Mortgage and Note.

99. As a result of Chase's and SLS' breaches of the covenant of good faith and fair dealing, Wirtz has been damaged in the form of fees charged by Chase and SLS related to wrongfully assessed past due amounts and attorneys fees required to bring claims against Defendants.

COUNT IV
Violations of Minnesota Mortgage Originator and Servicer Licensing Act
Chase, SLS

100. Wirtz integrates the above paragraphs by reference.

101. By the acts complained of herein, Chase and SLS violated Minnesota's Mortgage Originator and Servicer Licensing Act, Minn. Stat. § 58.13, in the following ways:

   a. By violating state or federal law regulating residential mortgage loans.
   b. By failing to perform in conformance with its written agreements with borrowers, investors, other licensees, or exempt persons.
   c. By charging a fee for a product or service where the product or service is not actually provided in the form of past due payments not legally or contractually owed.
   d. By making false, deceptive, or misleading representations in connection with the mortgage loan.

102. Wirtz has a statutory private right of action against Chase and SLS pursuant to Minn. Stat. § 58.18 subd. 2 and Minn. Stat. § 8.31.

103. Wirtz is entitled to damages against Defendants, plus costs, disbursements, including the costs of investigation and attorneys' fees and other equitable relief as determined by the court.

COUNT V
Violations of the Fair Debt Collections Practices Act
Chase, SLS

104. Plaintiff incorporates the above paragraphs by reference.

105. By the acts described herein, SLS and Chase made false representations of the character, amount, and legal status of the debt claimed to be owed to it. This is a violation of the FDCPA, 15 U.S.C. § 1692e(2).

106. Due to Defendants' violations of the FDCPA, Wirtz is entitled to actual damages, statutory damages, and attorney fees as provided by 15 U.S.C. § 1692k.

107. Due to Defendants' violations of the FDCPA, Wirtz is entitled to actual damages, statutory damages, and attorney fees as provided by 15 U.S.C. § 1692k.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully asks this Court to award judgment as follows:

1. As to Specialized Loan Servicing, LLC, actual damages, statutory damages of $8,000, and costs and attorneys' fees for its violations of RESPA, 12 U.S.C. § 2605, *et seq*.

2. As to JPMorgan Chase Bank, N.A., actual damages, statutory damages of $6,000, and costs and attorneys' fees for its violations of RESPA, 12 U.S.C. § 2605, *et seq*.

3. As to all Defendants, actual damages including costs as a result of Defendants' breaches of contract.

4. As to all Defendants, Damages plus costs, disbursements, including the costs of investigation and attorneys' fees and other equitable relief for Defendants' violations of Minn. Stat. Ch. 58.

5. As to all Defendants, actual damages, statutory damages of $1000, and attorney fees as provided by 15 U.S.C. § 1692k.

6. For such other and further relief as to the Court appears just and equitable, including an order awarding Plaintiff his costs, disbursements, and attorneys' fees incurred herein.

CHRISTENSEN LAW OFFICE PLLC

Dated: May 1, 2015 By: /s/ Daniel M. Eaton

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ACKNOWLEDGEMENT

The undersigned acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. §549.211, to the party against whom the allegations in this pleading are asserted.

CHRISTENSEN LAW OFFICE PLLC

Dated: May 1, 2015

By: /s/ Daniel M. Eaton

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